



LAW & ADVISORIES

## FIRM PROFILE

### FIRM OVERVIEW AND APPROACH

ARS was formed in May 2017 by Amish Shah who was a partner at ATZ Law Chambers and Adept Chambers and one other partner. It is a full service law firm and has an alliance with a litigation firm in Tanzania as well as business and corporate advisory firm.

Our office is located at Ground Floor, Mikumi House, Oysterbay Office Complex, Plot Nos. 368, Msasani Road, Oysterbay, P. O. Box 23262, Dar es Salaam.

ARS currently has two partners, one who is managing the firm and one who acts on a consultancy basis, one associate, two junior associates and two interns. We are currently interviewing for a further partner and two associates (senior and principal) and two paralegals and hope to have them in situ by the end of March 2019.

ARS is a legal and business advisory specialist with unique Tanzanian knowledge and experience and when we take you on as a client we will handle all of your legal and business advisory aspects of your work. Our lawyers and strategic alliance partners have the know-how, ability, and skills to handle complex legal and business advisory matters. ARS regards efficiency, responsiveness and a commercial approach to problem solving as vital to the provision of legal and business advisory services to its clients. The Firm's vision is to provide outstanding and practical solutions for its clients as efficiently and in a timely manner and to be accessible to its clients at all times.

Our partners and team of lawyers have been involved in a number of sophisticated transactions, including corporate commercial, infrastructure, real estate, complex mergers and acquisitions, banking and project finance, capital markets, privatization projects, corporate restructuring, insolvency, mining, energy and telecommunications, mediation, arbitration and litigation.

ARS has also entered into a strategic alliance with Amani Partners, which is a boutique business advisory firm based in Tanzania and Uganda and with Locus Attorney's which is a litigation and debt collection specialist law firm. ARS also has a number of best friend relationships with law and business advisory firms in the region in order to undertake cross border transactions.

### ACKNOWLEDGEMENTS AND TESTIMONIALS

#### *Legal 500 – 2017*

Amish Shah is regarded by clients as 'very knowledgeable in all subjects', and is praised for 'responding quickly and efficiently in a format that is understandable to non-legal minds'.

#### *IFLR 1000 – 2017*

Amish was recognised as a leading lawyer in finance and corporate.

### Chambers Global 2017

Ranked as a leading lawyer in general business law. Clients praise the “*brilliant*” Amish Shah for his “*great attention to detail and management of the transaction.*” They go on to say that “*he is always available and willing to accommodate clients’ requirements and go that extra mile to facilitate matters.*”

### PRACTICE AREAS

Our areas of practice include competition and anti-trust, employment and human resources related matters, oil and gas, energy, mergers and acquisitions, corporate and commercial, regulatory, telecommunications, mining, private equity, corporate restructuring and insolvency, business and corporate advisory, banking, hospitality, education and vocation, private wealth, family organisation structuring, estate planning, commercial and corporate mediation and arbitration.

### OUR CLIENTS

Some of ARS’s clients are: AIM Group Limited, Absolute Insurance Surveyors & Loss Assessors Pvt Limited; Absolute Surveyors And Loss Assessors Tanzania Limited, Cordura Limited, Rotary Clubs of Dar es Salaam, Toyota Tanzania Limited, Karimjee Jivanjee Group, Accenture Group, Dar es Salaam International Academy, International School of Tanganyika, Mifuko Limited, Salute Properties Limited, Salute Insurance Limited, DSM Corridor Group, The Kilimanjaro Project, Herbert Smith Freehills, Baker & McKenzie, JMiles & Co., Stephenson Harwood LLP, African Risk & Insurance Services Limited, Applied Technology Limited, Bahari Bounty Group, City Motors (T) Limited, Colourflex Inks & Coatings Limited, Eat Out Tanzania Limited, Lungu Limited, Sandali (EPZ) Limited, Sandali Wood Limited, Fazal Memorial Trust, Karimjee Jivanjee Foundation, Jacaranda Development Limited, Konrad Adenauer Stiftung (KAS), Ocean Business Partners, O & M Law, Shrijee Traders, Sunbeam Auto Limited, The Collective Africa, Masumbo Limited and we also provide business and legal advisory to private individuals and entrepreneurs.

### SOCIAL IMPACT

We try and provide pro bono services wherever possible with up to twenty hours per lawyer being dedicated for such services per year. Pro bono services are provided on various matters but generally on a means based requirement for matters such as child welfare, education, environment, innovation and social impact and welfare.

We are currently working on The Kilimanjaro Project which is a climate change campaign, an art installation project that will profile Mount Kilimanjaro as a clear indicator that we are experiencing rapidly changing climates and environmental degradation. The idea of the project is to join the global dialogue on climate change and also bringing people together to create a more sustainable future which includes reforestation, waste management, conservation, water, and renewable energy. It’s about creating jobs, it’s about planting trees, consuming less, and taking care of our planet.

We also do work with Advocates for International Development, which is a global charity that facilitates law firms and companies to provide services to the world’s poorest citizens and the Dar es Salaam Players/Registered Trustees of the Dar es Salaam Players.

## OUR PEOPLE

### *Amish Shah*



The key contact person would be our founding partner Amish Shah who will be assisted by the other lawyers of the Firm and the Firm's consultant partners and affiliates depending on the nature of the work and the expertise required.

Amish Shah is a Partner and his practice focuses mainly on the regulated sectors, competition, energy and mining, mergers and acquisitions, commercial, corporate, employment, commercial dispute resolution, joint ventures and commercial contracts. He has acted for and advised parties on corporate restructuring, mergers and acquisitions including antitrust/competition issues as well as undertaking detailed due diligence on the transactions. He has reviewed and advised on production sharing agreements, joint operating agreements and farm in agreements for the oil and gas sector and mineral development agreements for the mining sector.

Amish undertakes all types of commercial work, including reviewing and drafting commercial contracts and leases as well as providing advice on regulated sectors such as oil and gas, mining and electricity. He is called to the Bar in England and Wales, in the Eastern Caribbean Supreme Court (Anguilla Circuit) and is advocate in Tanzania.

Amish undertook his PG Diploma in Professional and Legal Skills at the Inns of Court School of Law, London, England. He read law (LLB hon) at City University, London, England. He also holds a B. A. Specialised Honours in Human Geography and Development/Economics from York University, Toronto, Canada.

Amish is a member in the following professional bodies:

- Tanganyika Law Society
- East African Law Society
- The Bar Council of England and Wales
- The Honourable Society of the Inner Temple

### *Susan Mpangile*



Susan is an associate at the Firm and her practice focuses mainly on commercial and corporate law advisory, banking and finance, capital markets, and employment.

She has acted for parties on corporate restructuring, mergers and acquisitions including antitrust/competition issues as well as undertaking detailed due diligence on various transactions.

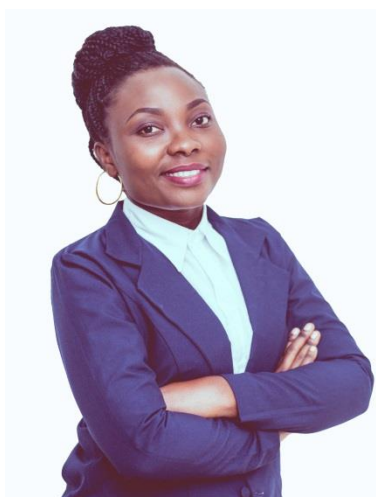
Susan is capable of undertaking all types of commercial work, including reviewing and drafting commercial contracts and leases, advising on perfection and enforcement of securities as well as providing advice on regulated sectors such as telecoms and financial institutions.

Susan is an advocate in Tanzania. She holds an LLB (Hons) from the University of Hertfordshire, England.

Susan is a member in the following professional bodies:

- Tanganyika Law Society
- East African Law Society
- Tanzania Women Lawyers Association

### *Margareth Fabian*



Margareth is a Junior Associate at the firm and her practice focuses mainly on commercial and corporate law advisory, banking and finance, cybercrime, Land, immigration, employment, competition and ant-trust law.

She has acted for parties in providing legal opinions on lease agreements, supplier credit agreement/arrangements, cybercrime laws, immigration issues and employment laws.

Margareth is capable of undertaking all types of commercial work, including reviewing and drafting commercial contracts and leases, land issues advising on perfection and enforcement of securities as well as providing advice on regulated sectors such as electricity and financial institutions.

Margareth undertook her PG Diploma on Legal Practical Training at the Law School of Tanzania. She read Law (LLB hons) at Mzumbe University.

Margareth is a member in the following professional bodies:

- Tanganyika Law Society
- East African Law Society

#### *Geofrey Haule*



Geofrey is a Junior Associate and his practice focuses mainly on the regulated sectors, competition, energy and mining, mergers and acquisitions, commercial, corporate, employment, joint ventures and commercial contracts. He has worked on general corporate/commercial, employment, mergers and acquisitions including antitrust/competition issues as well as undertaking detailed due diligence on the transactions.

Geofrey has acted for the several clients including Insignia Tanzania Limited, Arise B.V (Equity Bank Tanzania Limited and National Microfinance Bank Tanzania Limited), Airtel Tanzania Limited, Freight Forwarders Tanzania Limited, Chemi and Cotex Tanzania Limited, Multichoice Tanzania Limited, PT Pertamina and Maurel et Prom, CitiBank Tanzania Limited, AIM Group, Heineken Tanzania Limited, Said Salim Bakhresa & Co. Limited and Mayfair Insurance Company Tanzania Limited. Geofrey undertakes all types of commercial work, including reviewing and drafting commercial contracts and leases as well as providing advice on regulated sectors such as oil and gas, mining and electricity. Geofrey read law (LLM) at Ruaha Catholic University and (LLB hons) at Ruaha University College. He also did his Post Graduate Diploma on Legal Practical Training at the Law School of Tanzania.

#### *Aisaa Kisamo*



Aisaa is a Junior Associate at the firm having joined as an intern upon completing his Post Graduate Diploma on Legal Practical Training from the Law School of Tanzania. His areas of interest include corporate law, property law, international trade, natural resources investment, labour law, legal succession and inheritance, tort law and land laws. He has worked for various of our clients on commercial contracts, commercial transaction, company compliance with regulatory bodies, succession and inheritance law as well as other civil matters pertaining to contracts.

His other areas of competence include preparing transactional documents including but not limited to company policies, leases, various kinds contracts, mortgage deeds, loan agreements and sale agreements. He is conversant with compliance issues in the regulated sectors of the Tanzanian legal sector.

Aisaa holds an integrated Bachelor of Arts in Laws (B.A. LL.B) from the University of Osmania - Hyderabad, India and has done his Post Graduate Diploma on Legal Practical Training at the Law School of Tanzania.

## BILLING RATES

Our fees are generally calculated according to the estimated amount of time that we will spend to undertake a specific matter. We have set out below our normal hourly rates of personnel to be engaged on your matter. The ARS hourly rates are as set out in the table below:

Where the scope of work is capable of being defined we are able to agree a fixed quote, capped quote or work on the basis of estimates for work which is not easily quantifiable and when that estimate is met we will advise you prior to continuing with further work.

CATEGORY OF LAWYER	HOURLY RATES (EXCLUSIVE OF VAT AND DISBURSEMENTS)	
	TZS	USD
Partners	920,000/= per hour	400 per hour
Senior Associates	747,500/= per hour	325 per hour
Principle Associates	632,500/= per hour	275 per hour
Associates	517,500/= per hour	225 per hour
Junior Associates	460,000/= per hour	200 per hour
Legal Officers and Paralegals/Interns	402,500/= per hour	175 per hour

Time spent on a matter would generally include meetings, any time spent travelling, considering, preparing and working on documents, correspondence and making and receiving of telephone calls.

We reserve the right to review our rates at the beginning of each calendar year and we will notify you of any changes which occur during the course of this matter following such review.

## ARS RELATIONSHIP TEAM

Members of the ARS Relationship Team would meet with clients as and when required to review conduct of any engagement or arrangement entered into with a view to agreeing to any adjustments or matters of clarification which either of us may suggest from time to time to improve the efficient and operation of the proposed engagement.



We will at all times endeavour to discharge our duties and responsibilities to our clients to a high degree and standard of professional competence.

We do not anticipate that you would have reason to be unhappy with the service provided to you, but should you wish to raise any issues please contact our partner in charge of compliance, Amish Shah (email: [aks@arslaw.com.tz](mailto:aks@arslaw.com.tz)).

We have set out a copy of our Terms of Business (29 January 2018 edition) in Appendix 1, which detail our approach to matters such as confidentiality, the basis of our charging and limitation of liability.

## **SELECT EXPERIENCE OF THE ARS TEAM**

### *Telecommunication, Media and Technology*

- Advising a Tanzanian tech company on rolling out its electronic know your client platform for the all o fthe MNO's in Tanzania, including drafting agreements and setting up the structures and providing advice on IP and registration of patents and trademarks.
- Drafting and providing advice on online content agreements and online educational platforms for various entities and social enterprises.
- Advising Standard Chartered Bank Tanzania, in connection with a syndicated medium term Tanzania shillings and US Dollar loan facility of USD 70 million for the financing of Celtel Tanzania, a mobile telecommunications operator.
- Acting for Herakles Telecom, in connection with the confirmation of the proposed East and Southern African international undersea fibre optic cable, including advising on the relevant licences, undertaking the licence applications, reviewing the business plan as well as drafting various agreements.
- Acting as local counsel for Africa Export-Import Bank, in connection with a USD 315 million multi-jurisdictional syndicated debt facility to the Smile Group of companies dealing with 4G LTE broadband networks, the holding company being Smile Telecoms Holdings incorporated in Mauritius and with subsidiaries in Nigeria; Tanzania and Uganda, including drafting the Tanzanian security documents; reviewing the foreign law governed transaction documents for consistency with Tanzanian law; obtaining regulatory approvals; issuing a legal opinion for the Mauritian based Smile Telecoms Holdings as well as advising African Export-Import Bank the main lender with co-financiers being the Development Bank of Southern Africa (DBSA), the Public Investment Corporation on behalf of Government Employees Pension Fund (PIC) and the Industrial Development Corporation of South Africa (IDC) with other participants to the facility being Diamond Bank PLC, Ecobank Nigeria and Standard Chartered Bank.
- African Export-Import Bank Acting as Tanzanian counsel for African Export-Import Bank, Industrial Development Corporation SOC and the Development Bank of Southern Africa, with respect to the provision of a loan facility to the Smile Group worth USD 195 million multi-jurisdictional syndicated debt facility to the Smile Group of companies dealing with 4G LTE broadband networks, the holding company being Smile Telecoms Holdings incorporated in Mauritius and with subsidiaries in Nigeria; Tanzania and Uganda,



including reviewing facility agreements, drafting security documents, undertaking registration of the security documents as well as providing written legal opinions, attending to the completion of condition precedents, liaising with Tanzania Communication Regulatory Authority to obtain approval for charge over telecom licences and shares

- Seacom International Acting for Seacom International, in connection with their bid under the Public Private Partnership Act, for building the Rhapsa City Technology Park project in Tanzania, including reviewing the relevant PPP procedure, the Public Procurement Act and the project concept as well as advising on land law issues and concession rights.
- Acting as local counsel in connection with the acquisition by Etisalat of a majority stake in Zanzibar Telecom Limited.
- Providing general corporate advice, drafting employment agreements, sales agreements, direct sales representative agreements, structuring, etc. on a retainer basis to M-Kopa Solar Tanzania Limited which deals with small scale solar power units that that allows rural small scale end users to power lights, mobile phone-charging and a solar powered radio as well as a 20W system with digital TV.
- Providing restructuring advice to an established internet and fibre company as well as undertaking the restructuring and providing regulatory advice and applying for approval from the Telecommunication Regulatory Authority and the Fair Competition Commission.
- Providing advice on to the world's largest search engine company for their business into Tanzania as well as a multinational technology company that designs, develops, and sells consumer electronics, computer software, and online services.
- Providing advice for Nokia's acquisition of Alcatel and in respect of their Tanzania operations.

#### *Energy, Mining and Petroleum Experience*

- Acting as local counsel Woodside Energy Limited in the acquisition of 70% of the participating interest in the Lake Tanganyika South onshore oil and gas block. Undertook a detailed due diligence; reviewed the farm out agreement; reviewed the deed of assignment of the production sharing agreement; reviewed the performance guarantee required to be given to the TPDC; reviewed and commented extensively on the memorandum and articles of Woodside Energy (Tanzania) Limited; undertook Fair Competition Commission filing and obtained merger clearance; reviewed various letters and applications to the TPDC for the first extension period of the exploration license and what blocks to be relinquished; provided generic but extensive advice on the liability to have stamp duty and capital gains tax paid on a farm out and liaising with Deloitte on the way forward; and providing advice and reviewing application to the Ministry of Energy for obtaining consent for the farm out.
- Acted as local council China National Off-shore Oil Corporation to negotiate a 2013 production sharing agreement with the Tanzania Petroleum Development Corporation. We also undertook a detailed due diligence on a gas block where the data room was at the TPDC's offices. This was a cumbersome task as the TPDC were not providing us with the required documents and the client required the due diligence report urgently in order to decide on whether it would acquire the participating interest in this gas block.

- Acting as the lead counsel for an IOC in the farm out of 25% of the participating interest in Production Sharing Agreement. Reviewed the Farm out Agreement; undertaking the Fair Competition Commission filing and obtaining the merger clearance and providing advice and reviewing application to the Ministry of Energy for obtaining consent for the farm out.
- Acting for BG Group in connection with establishment of operations in Tanzania and on its farm in with Ophir in respect of Off Shore Blocks 1, 3 and 4. We assisted in their overall set up which included reviewing/drafting employment contracts and dealing with employment matters including termination, obtaining residence permits and dealing with other immigration related matters, undertaking various tax related matters, reviewing contracts, providing legal advice and updates on legal requirements.
- Acting for a large IOC on setting up gas infrastructure, including attending negotiation meetings with the Government more specifically the Ministry of Energy and Minerals and the Ministry of Lands. This was with respect to land allocation for the proposed LNG trains to be set up in Tanzania.
- Advising Pike Electric in connection with the construction of power lines in Tanzania, including advice on construction contracts, regulatory approvals and permits and related matters and undertaking the novation of the Design and Build Distribution Network contract from Pike Electric to Pike Tanzania, as well as advising on various employment compliance issues. This was part of the Millennium Challenge Corporation/Development.
- Acting for British Petroleum in connection with the sale of its interest in BP Tanzania.
- Acting for Shell in connection with the sale of its interest in Shell Tanzania.
- Acting for various oil and gas exploration/production companies in setting up operations in Tanzania and negotiating with government bodies on infrastructure set up.
- Acting for the Government of the United Republic of Tanzania and the Tanzanian parastatal electricity-provider, TANESCO, on the proposed Ruhudji Hydropower project, including advising on the Project Development Agreement, the Power Purchase Agreement (PPA) and the Investment Agreement (IA), and liaising with the Ministry of Energy and Minerals and advising on the inception report and setting up.
- Acted as local counsel for Holcim Limited in the acquisition of the Lafarge business unit in Tanzania. We prepared and undertook the antitrust filing in Tanzania and obtained merger clearance. The merger was notified in 28 jurisdictions. We also challenged the conditional approval granted by the Fair Competition Commission by working closely with the Fair Competition Tribunal and the Fair Competition Commission. We have successfully negotiated a settlement for our client. The deal was innovative as it is the first time that a conditional approval from the Fair Competition Commission has been successfully challenged in Tanzania.
- Acting for ExxonMobil in connection with establishment of operations in Tanzania and the on its farm in with StatoilHydro in respect of Off Shore Block 2.
- Acting for Dowans Tanzania Limited and Dowans Holding SA in its International Chamber of Commerce International Court of Arbitration against TANESCO in connection with the termination of its Power Purchase Agreement.
- Acting for an IOC in their acquisition of 12% working interest in Block 6 Offshore.
- We acted as local counsel for the China National Gold Group Corporation on their proposed acquisition of a

gold mining company valued at GBP 2 billion. Our tasks involved undertaking extensive due diligence on the Tanzanian companies, the relevant mining licenses as well as the corporate structure. We also had to advice on Capital Markets and Securities law as well as the Dar es Salaam Stock Exchange rules and requirements as well as participating in management meetings and presentations. We also provided initial advice with respect to anti-competition fillings. The transaction did not proceed to close due to various issues identified in the Due Diligence process. This transaction was unique due its size and also it represented a huge potential investment by the Chinese Government in Tanzania.

- Undertaking the corporate restructuring of the Yazici Group's Tanzanian mining and mineral trading operations. The Yazici Group is one of the largest mining and energy, construction, investment and Management Company based out of Turkey.
- Undertaking due diligence on Helios Resource Corporations mining concessions in Tanzania for a client.
- Advising on the Tanzanian aspect of the transaction for the acquisition of 100% of the issued share capital in Continental Nickel Limited a company incorporated and registered in Canada by IMX Resources Limited a company incorporated and registered in Canada. The acquisition involved two Tanzanian mining companies, namely Anga Resources Limited and Ngwena Limited.
- Providing Tanzania law advice to ARMZ Uranium Holding Co, for its indirect acquisition through a wholly owned subsidiary Effective Energy N.V., to acquire the remaining shares in Uranium One Inc. This deal required Tanzania law advice as ARMZ controls Mantra resources Pty Limited which has operations in Tanzania.
- Acting for Sumitomo on the establishment of a 240 Megawatt Combined Cycle Power Plant, composed of 6 Gas Turbine Generators, 6 Heat Recovery Steam Generators (Boilers), 2 Steam Turbine Generators, and Balance off Plant (mechanical, electrical, control, fuel, water, chemical, etc.) using Natural Gas. This is a build, operate and transfer for TANESCO.

#### *M & A and Corporate & Commercial*

- Acting for Catalyst on their acquisition of Chai Bora Limited, a leading company in the Tea industry in Tanzania. Work done included undertaking a detailed due diligence, drafting the transaction documents, attending negotiation meetings as well as providing anti-competition advice and obtaining the relevant clearances.
- Acting for Catalyst on their acquisition of EFFCO Limited's business which is a plant hire and distribution company that provides heavy haulage, logistics, civil engineering works in the mining and road construction sectors.
- Acting as transaction counsel for Cordura Limited in advising on local regulatory requirement relating to wildlife lodges; drafting and negotiating the transaction documents including heads of agreement, asset purchase agreement; it will include preparing and filing anti competition applications, applying to Tanzania National Parks Authority to assign the Standardised Licence Agreement.
- Acting for Chai Bora Limited in its acquisition of all the assets of Dabaga Vegetable and Food Canning Company Limited. Work included: Undertaking due diligence; drafting and negotiating the Asset Purchase Agreement, Lease Agreements, Subscription Agreement, Loan Assignment Agreement; as well as undertaking trademark assignment.

- Undertaking detailed due diligence of onshore oil and gas blocks as well as reviewing farm out agreements, deeds of assignment and acting as local counsel for procuring of regulatory approvals.
- Acting as secretary for a consortium led by Rabobank Nederland in connection with the consortium's acquisition of a 49% share in National Microfinance Bank from the Government of the United Republic of Tanzania.
- Assisting as local counsel for Chinese corporation on its proposed acquisition of one of the largest mining companies in Africa valued at GBP 2 billion. The tasks involved undertaking extensive due diligence in Tanzania companies, the relevant mining licences as well as the corporate structure. In addition providing advice on capital markets and security laws, Dar es Salaam Stock Exchange rules, anti-trust filing advice, participating in management meetings and presentations. This transaction was unique due to its size and also it represented a huge potential investment by Chinese Government in Tanzania.
- Providing legal support for the Dowans Holdings SA and Dowans Tanzania Limited ICC Arbitration against TANESCO in Tanzania. Work included providing various legal opinions including on subpoena of witnesses in an arbitration, reviewing witness statements, collating the evidence bundles and attending the ICC hearing.
- Acting for IBM in connection with the establishment of its operations in Tanzania. Providing advice on restructuring, employment matters and assisting on regulatory approvals required as well as providing company secretarial support.
- Acting for Bharti Airtel as Tanzanian counsel in connection with the acquisition by Bharti Airtel of the shares of MTC in Zain Africa BV.
- Advising on and preparing documents for the setting up of major residential and commercial complexes in Dar es Salaam including the provision of common services and enjoyment of reciprocal rights.
- Acting for Swissport International A.G. as Tanzanian counsel in connection with the acquisition of 100% of the issued share capital in International A.G. by Global Lisimaco S.L.
- Acting for Massmart Holdings Limited as Tanzanian counsel in connection with the acquisition of 51% of the issued share capital by Wal-Mart Stores, Inc.
- Acting for Woolworths Holding (Mauritius) Limited as Tanzanian counsel in connection with the acquisition of 51% of issued share capital of W-stores Company (Tanzania) Limited.
- Acting for Nippon Telegraph and Telephone Corporation ("NTT") as Tanzanian counsel and Dimension Data Holdings plc ("**Didata**") in connection with the acquisition of the entire issued share capital of Didata by NTT.
- Acting for Karimjee Jivanjee Limited with the purchase of entire shared capital of Jacaranda Development Limited by Karimjee Jivanjee Limited.
- Acting for Government Employees Pension Fund (GEPF) as Tanzanian counsel in connection with the acquisition by GEPF of over 50% of the issued share capital of Afrisam Consortium (Proprietary) Limited.
- Acting for an American Investor Group which has properties in the hospitality sector in the United States, Canada, the Caribbean, Central America, and Mexico for their proposed investment into 4 high lodges in Tanzania. 3 of the lodges will be in Tanzania National Parks Authority (TANAPA) regulated national parks and one will be in the Ngorongoro Conservation Area Authority (NCAA). This included setting up the holding entity and entering into negotiations with TANAPA and the NCAA as well as the Ministry of Tourism and

meetings with the Minister. This is an on-going matter so we are not able to disclose the name of the client.

- Acting for a large multinational investor in the proposed acquisition of a two 4 star properties in Zanzibar. This included undertaking extensive legal due diligence, negotiations with the sellers and their counsel on the sale agreement, meeting with various regulators and the tax authorities of Tanzania. This is an on-going matter so we are not able to disclose the name of the client.
- Acting for a London Stock Exchange listed company in all of its commercial matters in Tanzania and in its divestiture of assets/TANAPA Licence Agreement to a new investor. This is an on-going matter so we are not able to disclose the name of the client.
- Setting up an entity in Tanzania for Four Seasons Hotels so that they could enter into a management agreement with the owners of Bilila Lodge in Serengeti. Reviewing and drafting various employment contracts for line and managerial staff, providing advice on employment structuring and tax implications.
- Acting for Alliance One Tobacco Tanzania Limited as general counsel on various matters.

#### *Human Resources & Employment*

- Drafting standard operating procedures and employee handbooks/manuals for multinational and group business in line with local laws and to ensure compliance with global group HR recruitments.
- Undertaking representation of clients and employees at the Commission for Mediation and Arbitration at mediation stage and arbitration stage. Assisting with and oversight over labour law related matters in the High Court Labour Division.
- Drafting employment contracts, reviewing and amending contracts and ensuring that existing contracts are compliant with the labour laws and assisting with any discussions and consultations for amendments of the same with the employees.
- Reviewing and negotiating collective bargaining agreements with sectorial Trade Unions and giving advice on recognition of Trade Unions and termination of employees thereunder and compliance with terms of the CBA.
- Drafting outsourcing and managed service contracts for managed employees and for consultants as well as drafting consultancy agreements.

#### *NGO and Educational Experience*

- Providing advice to a well-established international school on land acquisition, construction and structuring and drafting the relevant documentation.
- Undertaking pre arbitration demand notices and other pre litigation matters for Latham School.
- Advising the shareholders with respect to the incorporation of a private limited company for setting up Brookhouse Schools Limited.
- Advising the Aga Khan Development Network in connection with acquisition of land for the Aga Khan University.

- Advising the Heaven of Peace Academy in connection acquisition of land for the school including drafting the relevant sale agreements, escrow agreements and undertaking the transfer.
- Advising the shareholders of Dar es Salaam International Academy in connection with acquisition of shares in the school. Advice included undertaking limited due diligence, drafting relevant agreements as well as advising on local regulatory issues.
- Advising the Heaven of Peace Academy in relation to various labour matters relating to the teachers and staff of the Academy.
- Undertaking extensive review of a school's memorandum and articles of association and advising on how the same should be updated to bring it in line with current legislation and that it must be converted into a public institution/company.
- Advising a school on liabilities of its board and the requirement to constitute a proper board in order to carry out its functions.
- Advising a school on its members' liability where it is incorporated as a company limited by guarantee and how to ensure such liability to ensure that current liabilities would be covered in the event of winding up.
- Advising a group of international schools on setting up an association in order to lobby, regulate and undertake education in Tanzania.
- Advising on policies and governance of an educational institution and its day to day operations in line with the legislation.
- Advising a school on share structuring on its asset holding company.
- Acting for and setting up World Lung Foundation in Tanzania. We also drafted a memorandum of understanding between the World Lung Foundation and the Government of Tanzania with respect to the Tanzania maternal health project which was a joint effort with funding from Bloomberg Philanthropies to reduce maternal mortality and associated risks in remote villages/rural areas in Tanzania. World Lung Foundation's main focus is on the drivers and diseases that affect lung health: Tobacco, indoor air pollution, asthma and tuberculosis (TB). They also concentrate on child and maternal health.
- Setting up and providing advice to the Tanzania Asian Development Association, a Not-for-profit organization with the aim of to encourage, cultivate, and foster a community, public and societal awareness, conscientiousness, and responsibility; and the relief of poverty or distress of persons who are residents of Tanzania. To initiate, encourage and promote dialogue between the various communities sharing common cultures; to establish and create mutual understanding between such communities; and to encourage, create and support discussions, discourse and exchange of ideas between such communities. To protect, conserve and safeguard the common cultural heritage, the traditions, and the customs of the members; and to create awareness, knowledge and understanding of these common heritage, traditions, and customs. To promote, endorse, encourage, support and advance unity among the members, the diverse communities (the "Communities") they (members) represent, and the general public of Tanzania, in order that the relationships between the members, the Communities and the people of Tanzania are pleasant and harmonious, and so that the members and the Communities are united, cohesive and organized to face any challenges or adversities faced by them.
- Setting up a subsidiary of Village Inc. Africa which provides Macrocredits and expertise to Village Companies (VC's) in rural Tanzania. VIA further supports the VC's in developing their business excellence



through a Tanzanian led business incubator. As the VC's become profitable, they use their profits to reinvest in their businesses; to pay back the macrocredits; for social impact in their communities. Village Inc.'s social impact initiatives to date have included renovating primary school classrooms; building homes for teachers; and opening a health clinic.

- Setting up a branch of Trade4all Limited which is a charity based in England and Wales set up to prevent or relieve poverty for the public benefit. We also assisted in setting up their bank accounts.
- Providing advice to Save the Children on their Child Survival Campaign project which was a multi-jurisdictional project.
- Providing structuring advice and options to African Initiatives Limited, which is a social justice organisation working with communities in Africa to build self-sufficiency. It supports rights-based projects in Africa such as girls' education, women's rights, sustainable livelihoods and health rights.
- Providing structuring advice and attending negotiation meetings for Grow Africa, a partnership co-convened by the African Union Commission, New Partnership for Africa's Development and the World Economic Forum which was developing a pilot agricultural supply chain initiative to assist small-scale farmers in certain African countries by: affording the farmers a more inclusive and sustainable economic growth model; extending the farmers access to financing; and granting the farmers greater access to real-time information and training.
- Providing advice and setting up a branch of Opportunity International United Kingdom which is a charity set up to relieve poverty and promote education in the United Kingdom and abroad by the provision of education, training and re-training of the skills required for employment and self-employment; by the provision to poor persons of assistance in the establishment of small businesses and the provision of temporary support for appropriate small businesses and providing tax advice on how to obtain post incorporation registrations being the Taxpayer's Identification Number and Value Added Tax. We also advised on how Opportunity International United Kingdom being an NGO can obtain a tax exemption.
- Providing advice and amending the constitution of the Patel Brotherhood which is a society registered under the Societies Act to promote culture and provide various social events, as well as educational, religious, sport, health, intellectual and entertainment activities for its members.
- Providing general advice to a family group trust as well as undertaking the winding up of the same and preparing documentation for the distribution of assets.
- Prepared a publication on voter's rights during election for Christian Youth Spiritual Ministry (CYSM), the publication was specifically for purposes of imparting knowledge and awareness to citizens of Tanzania who qualified for voting during the general election in 2015. The project was funded by Advocates for International Development (A4ID); an association of lawyers based in the United Kingdom with the intention of eradicating poverty and spread legal knowledge in various communities.
- Providing general advice to Anza Enterprises Limited in relation to obtaining residence and work permits from the Immigration and the Labour office. Anza Enterprises Limited is an NGO registered in Tanzania for purposes of providing loans to small enterprises who repay back the loans with interest and the same is used for furtherance of the non-profitable activities. Anza Enterprises Limited is looking into bringing foreign volunteers to assist in furtherance of the non-profitable activities.
- Our lawyers have experience in advising an international non-profit organization and leader in global health



innovation with bases across the world including Tanzania, on employment issues and employee consultations and other Tanzanian law matters.

### *Property, Real Estate and Developments*

- Rhapta City Technology Park Project: Acting for Seacom International in connection with their bid under the Public Private Partnership Act, for building of the Rhapta City Technology Park Project in Tanzania. Activities included review of the relevant procedure under the Public Private Partnership Act, review of the Public procurement Act, review of the project concept, advising on land law issues as well as concession rights.
- Acting for the concessionaire with regard to the establishment of a business and leisure centre in Dar es Salaam including negotiating of the Concession Agreement with the Government of Tanzania and providing relevant regulatory advice.
- Advising on and preparing documents for the setting up of major residential and commercial complexes in Dar es Salaam including the provision of common services and enjoyment of reciprocal rights.
- Advising on the licensing and set up of various independent power producers in Tanzania.
- Advising Tanzania Ports Authority in the negotiations of a PPP Project.
- Reviewing a port lease agreement entered into by entities operating a port from which exploration activities are being conducted with the Tanzania Ports Authority.
- General advice on setting up of operations including the setting up of operations of oil and gas, mining and telecomm Advising CRJE in connection with a BOT (build, operate, transfer) Agreement with the Registered Trustees of the Mwalimu Nyerere Foundation, with respect to the Foundation's commercial property. We advised CRJE with respect to local land laws, drafting and negotiating the Build Operate and Transfer Agreement and the Lease Agreement, liaising with the Auditors on various tax issues, and with the Tanzania Revenue Authority to obtain ruling on the various tax issues identified.
- Acting for a leading company in Tanzanian Company in drafting and negotiating a services and option agreement along with a sale agreement for the acquisition of property building an Inland Container Depot (ICD) Terminal.
- Acting for Unilever Tea Tanzania Limited with acquisition of three farms in Mufindi area. Work included negotiating term sheets with seller, drafting and negotiating sale agreements; undertaking transfer at the Lands Registry, liaising with the Lands Registry and Tanzania investment Centre and obtaining derivative titles for the client.
- Acting as lead counsel on the acquisition of land for commercial purposes for China Road and Bridges Corporation, including drafting the relevant agreements; obtaining the certificate of incentives from the Tanzania Investment Centre; and obtaining a derivative title.
- Acting as lead counsel in the structuring and acquisition of Village/Customary land. Drafted both the English & Kiswahili agreements and negotiated with the village Council to obtain their approval for the sale of the land. The transaction also required the land to be converted from Village Land to General Land and that a title deed be obtained. Looking at various legal structures for setting up a time share in Tanzania.
- Advising on and preparing documents for the setting up of major residential and commercial complexes in Dar es Salaam including the provision of common services and enjoyment of reciprocal rights.

- Advising on various joint ventures and drafting joint venture agreements and shareholders agreements for large commercial and residential projects in Tanzania.

#### *Directorship and Company Secretarial Work*

- Acting as director(s) in family group businesses and listed international companies and providing business advisory assistance.
- Acting as company secretary for Four Seasons Resort, Woolworths Tanzania, Chai Bora, Necotrans, African Life Assurance Limited and other multinationals with a presence in Tanzania.

#### *Insurance Experience*

- Acting for a large international insurance broker on its acquisition of a Tanzanian insurance broker. The work included undertaking due diligence investigations, drafting and negotiating the transactions documents, obtaining anti-trust clearance and consent from the Tanzania Insurance Regulatory Authority as well as updating the records as required at the Companies Registry.
- Acting for two insurance companies on the proposed purchase of the life and non-life insurance business of the National Insurance Corporation from the Government of Tanzania including undertaking due diligence investigations and negotiating the Share Purchase Agreement.
- Providing general advice to Reliance Insurance Company (Tanzania) Limited on various company law related matters as well as advice on regulatory compliance in accordance with the requirement of the Insurance Act.
- Setting up Alliance Life Assurance Limited and providing ongoing company secretarial services to a life insurance business which forms part of a larger business group in Tanzania.
- Providing advice to an American insurance company and regulatory compliance requirements which wanted to undertake the provision of life insurance products (such as universal life insurance and term life insurance) which will be sold through independent life insurance brokers who are not licensed to solicit applications in Tanzania.

#### *Banking and Finance*

- Advisor to Stanbic Bank Tanzania and CfC Stanbic Bank Limited as the arrangers for the Medium Term Note Issue by Eastern and Southern African Trade and Development Bank on the Dar es Salaam Stock Exchange. Work included providing legal and regulatory advice on the capital markets and Bond guidelines, Undertaking Due Diligence on the bank, drafting the agency and placing agreement, review of the Information memorandum, pricing supplement, advert as well as providing legal opinion. This was the first bond issued under the Dar es Salaam Stock Exchange Rules 2014 and after the dematerialization of the Dar es Salaam Stock Exchange.
- Advising Citibank Tanzania Limited in connection with the provision of banking services to the Government of United Republic of Tanzania including undertaking a high level analysis of the risks involved and the potential pitfalls.

- Providing legal advice to Citibank Tanzania Limited in connection with the legal and regulatory framework for sale and trading of fixed income financial products on Electronic Trading systems.
- Acting for a group of lenders including IFC, Standard Chartered Bank Tanzania Limited and Citibank in connection with facilities to ALAF Limited, a leading manufacturer of aluminium products in Tanzania. Work undertaken included review of loan facility agreements and drafting and perfection of security documents and intercreditor /security sharing agreements.
- Incorporating and registering with the Bank of Tanzania the first microfinance institution as a financial institution in Tanzania under the majority shareholding of Developpement International Desjardins Inc ("DID") and Africinvest Financial Sector Ltd to undertake banking business primarily within households, small holder farmers and micro enterprises in rural or urban areas of Tanzania. Work undertaken included advice on the structure, review of the regulatory regime, undertaking licence application and advising on the compliance requirements after obtaining banking licence.
- Acting for Norfund and IFC in connection with facilities to Green Resources and Sao Hill Group. Work undertaken included review of loan facility agreements and drafting and perfection of security documents and intercreditor /security sharing agreements.
- Advising banks in connection with insolvency and related risks under International Swap Dealers Association standard form hedging contracts.
- Advising a financial services company on the regulations applicable to setting up an insurance and financial services agency in Tanzania.
- Preparation of a securities due diligence report (together with proposed remedial action) for a leading commercial bank in Tanzania in connection with restructuring of a U.S.\$20 million debt.
- Advising a borrower involved in commodity trading on a syndicated loan facility of U.S.\$4.5 million including preparation of security documents and security sharing agreements.
- Acting on the purchase by National Bank of Commerce (a subsidiary of ABSA) of Tanzanian Government bonds worth 37.5 m USD pursuant to a debt swap arrangement with a foreign government.
- Acting as local counsel for Triodos Investment Management B.V. in connection with a USD 12M term loan to the National Microfinance Bank Plc, scope of work included drafting loan agreement, legal opinion and other ancillary documents.
- Assisting the local counsel in connection with the underwriting of CRDB Bank Tanzania Plc.
- Acting as local counsel in the refinancing of the existing facility extended to Jumo World Limited by Gemcorp Capital LLP transaction with Clifford Chance UK as lead counsel.
- Acting for various lenders on perfection and enforcement of securities.

## APPENDIX 1 – TERMS OF BUSINESS (Edition dated 29 January 2018)

### Our Services

We aim to provide you with legal services of the highest quality. It is important therefore that we and our clients share an accurate understanding of the basis on which we provide our services and how we operate.

In providing our services, we require your full cooperation and assistance and of all those working with or for you. We will rely on you to provide or cause others to provide us with the information and assistance which is necessary to perform our services in a timely and effective manner.

### Conflicts of Interest

Before accepting instructions we will carry out an internal conflict search to ensure that to the best of our knowledge and belief we have no conflict of interest which would affect our acting for you on the particular matter. We will contact you immediately if we discover that we have such a conflict.

We are bound by professional rules regarding conflicts of interest and the situation may develop where, because a conflict of interest arises, we may have to cease acting for you unless we are able to obtain the relevant waivers in respect of such conflict of interest from the third party and yourselves. Even where no conflict exists, there may be occasions when we act for, or are aware of information regarding, other clients who may be in a similar business to you or whom you may consider as your competitors. We will be under no duty to disclose such information to you where such disclosure would be a breach of confidence owed to another client or third party.

### Evidence of Identity

In accordance with best practice, we operate anti-money laundering procedures pursuant to which we need to obtain satisfactory evidence of the identity of our clients and to retain a copy of such evidence before commencing work on your behalf. The precise nature of the evidence required will vary according to circumstances, including the nature of your organisation or trading vehicle (where you are not instructing us an individual) and of your instructions. The information we require is as set out in the Engagement Letter and/or Retainer Agreement (as may be applicable).

### Charges

Unless otherwise agreed with you, our charges are based on the time we spend and will reflect the experience and expertise of the lawyers involved in the matter. Our work is recorded in units of 6 minutes. Our charges will include but is not limited to meetings with you and others; advising; reading, preparing and working on papers; correspondence; internal discussion; making and receiving telephone calls; research; obtaining information; attending meetings and any waiting and travelling time.

Our hourly rates are detailed in the Engagement Letter which we will send to you for each matter on which we are instructed. Our rates are subject to review from time to time to take account of any changes in our overheads

and other costs. Any increase in our charges will normally take effect on 1 January of each subsequent year. In relation to any ongoing matters, any change will be notified to you in writing.

Our rates are exclusive of VAT and disbursements (see 6 below) and this will be added where applicable.

### **Budgeting**

We are always prepared to estimate in advance the amount of time that may be required for any particular piece of work. Unless otherwise specified, any estimate of charges given will be exclusive of any VAT and/or disbursements.

Where an estimate is given, you should understand that it is given in the light of assumptions based on our current knowledge of any matter and our current assessment of the amount of work necessary to fulfil our instructions. If any of the assumptions prove to be incorrect or our instructions are altered, we may need to revise the estimate to reflect any additional fees which are likely to become payable as a result, but we will keep you informed of any significant changes to the estimate as the work progresses.

### **Disbursements**

Disbursements are additional expenses incurred by us. Unless otherwise agreed, a flat fee of 5% on the charges for time spent will be made for printing, photocopying, telephone calls, faxes and secretarial support. Other disbursements and out of pocket expenses are charged at cost.

Disbursements may be subject to VAT and this will be added where appropriate.

### **Billing Arrangements**

We will render bills at times to be agreed between us or, in the absence of agreement, on a monthly basis and on completion of each matter. We reserve the right to ask for payment on account prior to undertaking any work including to reflect the work actually carried out where the matter is transactional and covered by a fixed, capped or estimate fee arrangement.

All our bills are payable on presentation.

All payments on account of our fees and disbursements should be sent to us by cheque or by bank transfer to the bank account indicated by us.

We will not in any case accept a payment in cash.

If you have any query about any of our bills, please contact the relevant partner as soon as possible.

### **Late Payment of Bills**

If any of our bills are not paid within 30 days of presentation, we reserve the right to charge you interest on the bill at the relevant bank rates from the date on which payment of our bill is due. Interest will be charged on a daily basis.

In addition, if any invoice remains unpaid we reserve the right to decline to act any further on the matter in question and on any other matters in respect of which you have instructed us.

### **Payment on Account**

It is our policy to ask for a payment on account of costs and with all our clients to ask for a payment on account before incurring large disbursements. Any payments on account required will be requested in our letter of engagement or subsequent correspondence.

Such money will be held in a client account as required pursuant to the law. At the conclusion of the matter, we will return any balance to you, after we have deducted any outstanding monies in respect of our fees and disbursements and any applicable VAT thereon.

### **Limitation of Liability**

If you incur any expenses, damages, losses or liabilities whatsoever (including, without limitation, legal fees) in connection with or arising from the provision of our services or as a result of any advice we have given or have failed to give you, whether as a consequence of negligence or otherwise, and our liability to you as a result is established, our total aggregate liability to you for an event or series of connected events shall in no circumstances exceed the maximum professional indemnity cover that we have from time to time in relation to the relevant matter.

### **Joint and Several Liability**

Where you have a number of advisers, including ARS Law & Advisories, advising you on a matter, there is a risk that we will be prejudiced by any limitation of liability which you agree with another of those advisers. You agree that our position will not be adversely affected by any other agreed limitation of liability with any of your other advisers. Consequently, we will not be liable to you for any amount in excess of our proper share of a joint and several liability which we are not entitled to recover from any other of your advisers by reason of your agreement to limit their liability.

### **Confidentiality**

We will respect the confidential nature of any information or documents which we receive from you and your other advisers while acting for you. We will not disclose any information or documents confidential to you, to any person outside the firm or to any person within the firm without your prior consent (unless in our opinion that person needs to know that information to assist in the conduct of the matter or we are required to do so by any law or regulation or professional or ethical rule or guideline applicable to us). As you will understand, we owe the same duty of confidentiality to our other clients and, therefore, we will not disclose to you any information which

has been given to us in confidence by any other person in relation to any other matter, without that person's prior consent.

We do, on certain occasions, outsource certain of our office services to third party organisations, such as but not limited to bulk photocopying, but only after taking into account the level of confidentiality of the subject matter, and subject to contrary instructions from the client. In such circumstances, we will take appropriate measures to maintain client confidentiality, both in relation to the third party organisation and to its employees working on our matters.

You agree that where we have acted for you on a matter which is in the public domain (or is otherwise not confidential), that we may disclose that we have acted for you in the matter concerned, provided that we do not disclose any details of the transaction which are not publicly known.

### **Storage of Papers and Documents**

After completion of your work we will retain your papers in store for a period of 6 years, unless you request or agree otherwise. We reserve the right to charge you for the cost of this storage, if the volume of papers is large. Thereafter we may destroy your papers unless we receive written instructions from you beforehand not to do so.

### **Use of electronic mail**

The use of email is particularly convenient as a means of communication, and for the sending of draft documents as attachments, and we shall use email to correspond with you on a general basis, unless you instruct us otherwise.

Although we take the integrity of our system very seriously, and take reasonable precautions to ensure that communications are virus free, you are probably aware that the effectiveness or security of email as a method of transferring confidential and often commercially sensitive information cannot be guaranteed unless sophisticated encryption technology is used. Accordingly, we cannot guarantee the security or confidentiality of the email system. Further, the operation of the internet cannot guarantee that an e-mail sent by you to us will actually reach us or its intended recipient. Similarly, we cannot guarantee that our e-mail will reach you. You should seek confirmation of safe receipt of urgent or sensitive e-mail by contacting us by telephone. Similar considerations apply to communications by fax.

Unless you instruct us otherwise, you agree that we may correspond with you or on your behalf by e-mail and you accept that such communications may not be secure or confidential and that they may not necessarily reach their intended recipient and that we cannot accept responsibility for any loss which you may suffer as a result of the use of e-mail for communication. Similar considerations apply to communications by fax.

### **Communications**

We are confident that we will provide you with a high quality service in all respects. If however you have any queries or concerns about our work please raise them initially with the relevant partner or group head. If you still have issues which are not resolved to your satisfaction, please raise them with the partner(s) specified in the engagement letter or, failing that, with the firm's other Partner(s) in charge of office management in writing.



## Legal Alerts

It is our policy to send legal updates by way of email to all clients listed in our database. By virtue of engaging us to provide you with legal services, you accept to receive legal updates in the form of electronic alerts sent to your email free of charge.

If you do not wish to receive such updates from us, please follow the instructions in the email containing the update to unsubscribe.

## Liability Insurance Cover and Recovery of Costs

In certain circumstances, it may be possible to recover costs from another party. Please bear in mind that the amount of our costs may be greater than the amount recoverable from another party and you will remain responsible for paying the firm's costs in full regardless of any order for costs made against another party. Wherever costs are awarded in your favour, the court or similar body will decide how much is to be paid by way of your costs. Our rates reflect the nature of our practice as an international commercial law firm which may mean that our rates are higher than the guideline rates used by the relevant court or similar body.

Where you instruct us in respect of any potential liability on your part, you should ascertain as soon as possible whether you are covered by any relevant insurance in respect of either your liability or legal expenses. If you are so covered, you should inform us and notify the insurers of the possible claim and of our involvement as soon as possible.

We will discuss with you if relevant, whether your potential liability for another party's costs may be covered by specially purchased insurance.

## Termination of our Appointment

You may terminate your instructions to us in writing at any time and you will remain liable for all our charges incurred up to the date of termination.

If at any time the outstanding amount due to us for invoices rendered to you becomes excessive we may consider whether we can continue working. We will give reasonable notice if we decide to stop acting. In accordance with normal practice, we may retain all papers and documents including any monies held in escrow for you in our client account while there is money owing to us for our charges and expenses.

## Resolving Problems

It is important to us that any concerns are promptly raised so that we can deal with them appropriately. You agree that, before commencing any legal action against us in relation to any allegation of negligence or breach of duty, that the firm's complaints procedure shall have been exhausted.

## Law and Jurisdiction

You agree that these terms and conditions and any non-contractual obligations arising from or in connection with them, are governed by the laws of Tanzania and you submit to the exclusive jurisdiction of Tanzanian Courts to decide any matter in connection with or arising out of our acting for you.

In any case where it is intended that legal proceedings shall be issued against us (or any partner(s) or other individual(s) from ARS Law & Advisories) in any jurisdiction, we may elect that the relevant dispute, difference or claim be referred for arbitration to a person appointed jointly by the parties and where such joint appointment fails within 30 days after our election in favour of arbitration then by the Chairman for the time being of the Tanzania Institute of Arbitrators. Our election in favour of arbitration must be made within 42 days of receipt of written notice of your intended claim against the firm. Any arbitration shall be subject to the provisions of the Arbitration Act (Cap 15) the language of the arbitration shall be English and the place of the arbitration shall be Dar es Salaam. The arbitral tribunal shall apply the substantive laws of Tanzania in determining any such dispute, difference or claim. Such arbitration proceedings shall, so far as permitted by law, be final and binding on the parties and not subject to appeal.

In the event of any intended or actual legal proceedings between the parties, it is agreed that neither party shall make any public pronouncement or comment on the dispute or disclose any details of the dispute to any third party (apart from professional advisers assisting with the dispute itself) without the written consent of the other party.

### **Legal Proceedings (Contentious Matters Only)**

The Civil Procedure Code (Cap 33) governs the conduct of civil litigation in the courts in Tanzania and the Criminal Procedure Act (Cap 20) governs the conduct of criminal litigation in the courts in Tanzania. We will, of course, provide detailed guidance on how these rules affect the handling of your dispute, where appropriate, but there are certain matters of general application of which you should be aware.

### **Exchange of Information**

We are required by law to file at the Court prior to the commencement of any action (a) all documents in support of your case; (b) a list of witnesses; (c) a letter of demand before action; and (d) any other documents as may be ordered during the pre-trial conference and case management meetings.

Accordingly, we will require you to provide us this information in advance of commencement of proceedings.

### **Affidavits**

These will be required in statements of case/plaints (also known as pleadings) and certain other documents used in litigation.

The affidavit verifies that the person making the statement believes that the facts stated in the document are true.

In the case of documents submitted on behalf of a company or corporation, the statement of truth will require to be made by a senior person in the company or corporation namely a director, company secretary/manager duly

authorised to do so by a Board resolution. In the case of a partnership, it will have to be made by a partner or a person having control or management of the partnership business.

In addition, an in-house legal representative employed by a party may sign an affidavit.

A member of this firm can sign an affidavit on your behalf in certain exceptional circumstances, for instance if he has personal knowledge of the matters. However, if we do so it will be taken as a statement that we have been authorised to do so and that in signing the statement of truth we are confirming your belief that the facts stated in the document are true.

If a false statement in a document verified by an affidavit is made without an honest belief in its truth the person who made it, or the person who authorised it, could be subject to contempt of court proceedings.

It will be plain that we will need to consider carefully with you who should make or authorise any an affidavit which may have to be made in relation to any litigation.

#### **Non-party access to documents filed at Court**

You should note that it is possible for non-parties to obtain from the Court copies of documents which you or another party to the proceedings have filed at Court save for courts which are not courts of register (for example) such as the Commission of Mediation and Arbitration. Save in very exceptional cases, all documents filed in Court are considered public documents and are ordinarily available to the public.

#### **Disclosure**

Disclosure of documents is an important part of the litigation process. If appropriate, we will send you our standard memorandum on this subject with these terms. You will note, in particular, that relevant documents (which are very widely defined) must not be destroyed and that care should be taken about the creation of documents in the future. All officers and employees and any other agents concerned in the litigation should be informed of this advice.

#### **Out of court settlement**

Courts are very keen to encourage the parties to use amicably settle matters, in cases where this is appropriate. In many cases, especially in the High Court, the Court will want to know whether the parties have tried to reach an out of court settlement.

#### **Costs**

In any proceedings you will remain liable to pay our fees, notwithstanding that the Court may make an award of costs against the other side. You should be aware that if costs are awarded against the other side the costs awarded are not likely to cover the entirety of the fees and disbursements that you have incurred. There is always the risk that the other side will be unwilling or unable to pay any costs that are so awarded.

Even if you are successful, the other side may not be ordered to pay all our fees and disbursements or these may not be recovered from them in full. If this happens, you will have to pay the balance of our fees and disbursements.

If you are successful and the Court orders the other side to pay some or all of our fees and disbursements, interest can be claimed on them from the other side from the date of the order or award. We will account to you for any such interest which we receive to the extent that you have paid our fees or disbursements on account but we are entitled to the rest of that interest.

You will also be responsible for paying the fees and disbursements of seeking to recover any costs that the court orders the other side to pay. In some circumstances, the court may order you to pay another party's costs; for example, if you lose the application or case. The money would be payable in addition to our fees and disbursements. We will discuss with you whether our fees and disbursements and your liability for another party's costs may be covered by insurance and, if not, whether it would be advisable for you to have insurance to meet the other party's costs.

The court may at any stage summarily assess costs for payment by one party to another. Payment is usually required within 14 days of such assessment or order. If such an order is made against you, we will notify you forthwith and you should arrange for payment to be made within the time stated.

We will of course inform you immediately if any costs order is made against you.

Finally, you should be aware that if the other side is publicly funded it is very unlikely that you will be able to recover any of our fees and disbursements.

### Anti-Bribery/Corruption

It is the firm's policy to conduct all of its business in an honest and ethical manner. The firm takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all its relationships and business dealings wherever it operates and to implementing and enforcing effective systems to counter bribery and corruption. We are required by law to uphold all laws relevant to countering bribery and corruption within Tanzania and abroad. The firm will not engage in any conduct that violates the anti-bribery laws of Tanzania being the Prevention and Combatting of Corruption Act, 2007 or any other laws in offshore jurisdictions which may govern the firm's activities and will perform its duties in full compliance with such legislation.